

EMPLOYMENT AGREEMENT

BETWEEN THE TOWN OF UPTON AND PAUL MANSFIELD

WHEREAS, it is the desire of the Town Manager (the "Manager") of the Town of Upton (the "Town"), acting on behalf of the Town, to employ the services of Paul Mansfield as Police Lieutenant.

WHEREAS, it is the desire of the Manager to negotiate for the benefits, establish certain conditions of employment and provide a just means for terminating the Lieutenant's services at such time as he may be unable fully to discharge his duties or when the Manager may otherwise desire to terminate his employ; and

NOW, THEREFORE, be it agreed by Paul Mansfield and the Manager, that the employment relationship between the Lieutenant and the Town shall be governed in accordance with the terms and conditions of this agreement ("Agreement"):

Section 1 - Duties

- A. The Town hereby agrees to employ said Paul Mansfield as Police Lieutenant to perform, and Paul Mansfield accepts such employment and agrees to diligently, competently and timely perform, the functions and duties of Police Lieutenant as specified by the Town of Upton's job description, and to perform other legally permissible and proper duties and functions as the Police Chief shall from time-to-time assign.
- B. The Lieutenant shall work a schedule, on average a 40-hour week, as determined by the Police Chief that best support the needs of the department. It shall be at the discretion of the Chief, but with no less than 14 days notice, whether the Lieutenant is assigned to a schedule of four (4) consecutive days on, two (2) consecutive days off (4&2), or a schedule of five (5) consecutive days on, two (2) consecutive days off (5&2). In the event that the Lieutenant is assigned to a 5&2 schedule, the Lieutenant shall receive an additional 16 days off on a pro-rated basis to be taken at the discretion of the Lieutenant without loss of pay. A shift or tour of duty shall consist of eight (8) consecutive hours.
- C. The Lieutenant shall, whether on or off duty, act in the best interest of the Town and in accordance with his duty of loyalty to the Town as a Town employee. The Lieutenant shall hold no other elective or appointive office, nor will he be engaged in any other business or occupation except that he may accept payment for advice or consultation offered by any legal person or entity, with prior permission from the Town Manager.
- D. The Lieutenant shall at all times in performing services under this Agreement comply with federal, state and local law, including but not limited to G.L. c. 268A.

The Lieutenant has access to an extensive amount of highly confidential information relating to the Town of Upton, the disclosure of which may cause serious repercussions and which the Lieutenant shall keep confidential.

- E. The Lieutenant warrants he has no public or private interest and shall not acquire directly or indirectly any such interest, which would conflict with performing his job duties as such.

Section 2 -Term

- A. This Agreement shall become effective November ___, 2025 and ending June 30, 2027.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to terminate the services of the Lieutenant at any time, subject only to the provisions set forth in Section 3, of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Lieutenant to resign at any time from his position with the Town, or to elect not to renew this Agreement pursuant to the provisions of Section 2.D below, subject only to the provisions set forth in Section 3B of this Agreement.
- D. If the Manager decides not to renew this Agreement, the Manager shall give the Lieutenant written notice at least six (6) months in advance of the Expiration date of its intent not to renew this Agreement.

Section 3 -Termination of Employment

- A. It is agreed that the Lieutenant can be disciplined or discharged only for just cause, upon proper notice, and only after a hearing at which the Lieutenant shall have the right to be represented by counsel of his choosing and at his expense. The principle of progressive discipline will apply, and the Town recognizes its obligation to provide the Lieutenant with periodic performance evaluations. For the purposes of this Agreement, just cause may include, but is not limited to, violations of the Rules and Regulations, Policies and Procedures of the Upton Police Department. If the Lieutenant is removed for just cause, the Lieutenant shall not be entitled to any severance pay nor any compensation beyond the date of removal. The Lieutenant shall be compensated for accrued but unused vacation time.
- B. The Lieutenant may appeal any discipline or discharge to the Town Manager pursuant to the Town Manager Act, followed by an appeal to a court of competent jurisdiction.
- C. In the event the Lieutenant voluntarily resigns his position with the Town before expiration of the aforesaid term of his employment, then the Lieutenant shall give the Town six (6) weeks' notice in advance unless the parties otherwise agree,

provided however the Town, in its sole discretion may accept said resignation immediately with payment through the date of separation. During these six (6) weeks' notices period, the Lieutenant may not take vacation leave without express written approval of the Town Manager. In the event the Lieutenant voluntarily resigns, without having been requested to do so by the Manager, he shall not be eligible for severance benefits set forth in Section 3, Paragraph A, except for the lump sum payment in lieu of accumulated vacation leave.

D. If the Lieutenant dies during the term of his employment, the Town shall pay to the Lieutenant's estate all the compensation which would otherwise be payable to the Lieutenant up to the date of the Lieutenant death, including, but not limited to, payment for any accrued, unused vacation leave days

Section 4 - Salary/Benefits

A. Effective November 1, 2025, the Town agrees to pay the Lieutenant for his services pursuant to this Agreement a base salary of \$118,000, not including additional compensation relative to the academic degree earned. The Lieutenant shall receive the following additional compensation to his rate of weekly pay:

Effective July 1, 2025:

- Associate's Degree: 8.5%
- Bachelor's Degree: 16%
- Master's Degree: 21%

Effective July 1, 2026:

- Associate's Degree: 10%
- Bachelor's Degree: 20%
- Master's Degree: 25%

B. In each succeeding year of this contract, the Lieutenant shall receive a Cost-of-Living increase so as to remain twenty-two percent (22%) above the highest step sergeant, effective July 1st of each year.

C. The Lieutenant shall receive at least the same number of sick days, personal days, bereavement days, holidays, longevity pay, uniform allowance, health and life insurance, educational incentive program pay, and all other benefits, including paid details, as do any of the regular police officers of any rank of the TOWN.

D. For more than 15 years of service in law enforcement as a full-time police officer, beginning July 1st of each year the Lieutenant shall receive vacation credits at a rate of five weeks (25 days) per year. For each year after 20 years, the Lieutenant shall receive one (1) additional vacation day per year of service to a maximum of thirty (30) days per year.

Upon the signing of this contract, Lieutenant Mansfield shall be credited with an additional week (40 hours) of vacation time for Fiscal Year 2026, due for fifteen (15) years of service.

All vacation credits earned in a fiscal year ending June 30th must be taken during the fiscal year which begins July 1st. Any employee having any earned vacation credits remaining shall receive pay for the credits earned at a rate of straight time. Up to five (5) days of unused vacation days may be carried over from year to year on July 1st of each calendar year, with the express written approval of the Chief of Police.

- E. The Lieutenant will only be available for overtime if a patrol shift cannot be filled, and the Police Chief determines the shift is necessary for operation of the department.
- F. As a sworn police officer, the Lieutenant shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.
- G. The TOWN shall provide a police vehicle for use by the Lieutenant and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Lieutenant in connection with the performance of his duties as Lieutenant and for his professional growth and development. The Lieutenant may be expected to report to work in the event of an emergency, therefore the vehicle may be used for personal reasons within Massachusetts and Rhode Island. Personal use of the vehicle outside of the above geographical boundaries may be authorized with the express written approval of the Chief of Police. Use of the vehicle shall be consistent and in compliance with the Town of Upton Vehicle Use Policy, except in instances when conditions contrary to the Policy are explicitly permitted by this Agreement.

Section 5 – Extended Service Out of Rank

- A. The Town and the Lieutenant recognize that the Lieutenant may, in addition to his own duties and responsibilities, also assume the duties and responsibilities of the Chief of Police from time to time. As such the Town agrees to compensate the Lieutenant for this added responsibility, only in the event that the Chief of Police is absent due extended leave as a result of sick leave, Family/Medical leave, retirement, dismissal, or any other reason. Extended leave is defined for the purpose of this Agreement as a period exceeding thirty (30) consecutive calendar days. The Town agrees that beginning on the 31st consecutive calendar day, until the return of the Chief to active duty or the appointment of an interim or permanent replacement Chief, parties agree to meet and discuss the salary of the Lieutenant.

Section 6 - Performance Evaluation

- A. The Police Chief shall review and evaluate the Lieutenant's job performance at

least once annually during the term of this Agreement. This evaluation shall be based on goals and objectives developed jointly by the Chief and Lieutenant.

- B. Annually, the Police Chief, in conjunction with the Lieutenant, shall define such goals and objectives which they determine necessary for the proper operation of the Department and in the attainment of the Chief's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.
- C. If the lieutenant is demoted for any reason, the Town Manager shall bargain in good faith with the Police Association, MCOP Local 162, to restore the lieutenant to their prior rank, seniority, and compensation, provided that a vacancy or anticipated vacancy exists.

Section 7 - Indemnification

- A. The Town shall defend, save harmless and indemnify the Lieutenant against any tort, professional liability, civil claim or demand, or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Lieutenant, even if said claim has been made following his termination from employment, provided that the Lieutenant acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Lieutenant.
- B. The Town, or its designee/insurer, shall select the Lieutenant's attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorney's fees and costs incurred by the Lieutenant in connection with such claims or suits involving the Lieutenant in his professional capacity. Notwithstanding the foregoing, if the Lieutenant refuses counsel selected by the Town, indemnification may be denied.
- C. This section shall survive the termination of this Agreement.

Section 8 - Retirement

- A. In addition to participating in the Worcester County Retirement System, to the extent permitted by law, the Town shall provide a voluntary §457 retirement plan. The Town shall have no obligation to contribute to this plan on behalf of the Lieutenant.

Section 9 - General Provisions

- A. The text herein shall constitute the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or

agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein. This Agreement may be amended or modified only by a written instrument executed by the parties hereto or by their successors and assigns.

- B. For the purposes of the United States Fair Labor Standards Act, the Lieutenant shall be considered an exempt employee.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Lieutenant.
- E. This Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- F. Unless explicitly stated within this contract, the rules within the Town's Personnel By-Law shall be in full force.
- G. This Agreement is the result of negotiations and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Employment Agreement.

Section 10 - Notices

Notices pursuant to this Agreement shall be made as follows:

Town:	Dennis Westgate Interim Town Manager 1 Main Street Upton, MA 01568
Lieutenant:	Paul Mansfield

Section 11 - No Reduction in Benefits

The Town shall not at any time during the term of this Agreement reduce the salary, compensation, or other benefits of the Lieutenant, except as may be negotiated by the Parties in writing.

The Town Manager of the Town of Upton and Paul Mansfield have caused this Agreement to be signed and executed this _____ day of November 2025.

The Town of Upton

Paul Mansfield

Dennis Westgate
Interim Town Manager